

GENERAL TERMS AND CONDITIONS FOR USE OF THE WYSCOUT MOBILE APPLICATION

1. The Contract

1.1. This Contract (hereinafter **Contract**) is undersigned between Wyscout s.p.a., with head offices in Chiavari (GE), Corso Garibaldi 32/8 (hereinafter, **Wyscout**), and the user of the Wyscout App Mobile, as defined below, (hereinafter, **User** or **Users**).

1.2 This Contract governs the access to and non-exclusive use of some or all of the features made available in the Wyscout App Mobile (hereinafter the **App**) and the supply of other online services provided and managed by Wyscout (hereinafter **Service**), which may be promoted by its agents, dealers and third parties authorised by Wyscout.

1.3 By downloading or otherwise accessing the App the User agree to be bound by the following terms and conditions (**Terms**) and our [privacy policy](#) . If the User have any queries about the App or these Terms, The User can contact Wyscout by any of the means set out in paragraph customer@wyscout.com of these Terms. If you do not agree with these Terms, you should stop using the App immediately.

1.4 The Contract shall be deemed concluded and this terms and conditions are accepted when the User settles the Consideration (as defined below). The non-payment of the Consideration shall be considered as a cause of failure to complete the Contract.

2. Packages

2.1 The Service offered by Wyscout is divided into ‘packages’ in accordance with the type of Service the User intends to purchase. More particularly, the Service is divided into different packages (hereafter **Packages**), which are selected by the User through the App.

2. The Packages selected by the User are those included in App.

3. Regard to the features available on the App, the following shall apply:

a. *Data and Stats sharing*

Users can share information, such as player profile, data and statistics.

Except for the video as provided in the following paragraph b below, the User may share or post information and content of the App on or through social networks, applications, digital platforms, e-mail, website, Messaging Service.

b. *Video and screenshot sharing*

The User may download videos and screenshots from the App and share them solely and exclusively with other Users of the App that have properly accepted the present Terms for the use. Users are expressly forbidden to share, upload, publish, distribute, sell, re-sell, make accessible to the public on or through any social network, application, digital platform, website held or controlled by the same User, third parties or Wyscout’s competitors, any video, including video screenshot, or any other content downloaded from the App.

c. *Messaging Service*

Users might be allowed to use Wyscout’s Messaging Service.

By using the Messaging Service, Users will be able to contact other Users of the App via private messages. Contact details of

each User will be accessible only by other Users of the App and they will not be displayed or communicated by any means to the public.

The usage of the Messaging is strictly and solely limited to purposes related to the Service.

Wyscout is not responsible for any information exchanged between Users through the usage of the Messaging Service and other messaging tools.

3. Supply of the Service

3.1 The Service is provided on an ongoing basis every day of the week, 24 hours a day, except where the Service is suspended due to technical problems and/or maintenance governed by Article 3.7 below.

3.2 In order to proceed with the registration into the App, User is required to create an account using accurate data and providing his current mobile phone number; User confirms to be authorised to provide Wyscout such number to access the Service (hereinafter **Login Credentials**). The unlawful use of the Login Credentials and/or their use by third parties other than the User are the sole responsibility of the User and Wyscout will not be responsible for any direct or indirect damage the User is likely to suffer, as a result of illegal use of the Login Credentials. In case of loss and/or failure to remember the Login Credentials, the User may request new Login Credentials through the App to replace the previous ones.

3.3 Wyscout requires the User to provide specific information about him/herself, his/her company, corporation or profession in order to use the Service. The User undertakes to provide true,

accurate and complete information and to refrain from falsely representing affiliation with any person or entity.

3.4 The User may update and correct at any time the personal information disclosed to Wyscout. The User is responsible for the truthfulness and accuracy of personal data entered and Wyscout shall not take any responsibility in this regard.

3.5 Wyscout may suspend the Service or the access to the restricted area of the App in case of system maintenance which would otherwise not be possible.

4. Conduct of the User

4.1 The User's Login Credential are personal and the multiple simultaneous accesses to the App are strictly forbidden.

4.2 Wyscout may immediately cancel and/or suspend the User's Login Credentials and block access to the App, and supply, in whole or in part, of the Service if Wyscout detects any unauthorised use of Login Credentials and/or any use of the App and the Service that is unauthorised or performed by unauthorised persons.

Any use of the App in violation of the foregoing rules violates this Contract and may result in, among other things, termination or suspension of any User's rights to use the App and the Services.

5. After-Sales Service offered by Wyscout

5.1 Wyscout provides the User with after-sales support via telephone or e-mail at no additional cost. Assistance is provided for technical enquiries concerning the use of the App and/or the Service or administrative information

relating to payments or billing (hereinafter **Support Activities**) at the e-mail address customercare@wyscout.com.

5.2 The Support Activities will be provided via telephone and online every weekday during Italia business hours from 9:00 a.m. to 1:00 p.m. CET/CEST and from 2:00 p.m. to 6:00 p.m. CET/CEST, with the exception of bank, national and public holidays, days before such holidays or where a holiday on a national or local level is in force, through the provision of appropriate telephone and internet contact details.

6. Industrial Property Rights of Wyscout

6.1 The User agrees and acknowledges that the App and the Service used are owned by Wyscout. App contains confidential information protected by applicable laws on copyright, trade secrets and other intellectual property rights (**Protected Materials**). Reproduction, distribution or transmission of the Protected Materials without the prior and express written consent of Wyscout is prohibited.

6.2 Any reproduction, modification, creation of derivative works, redistribution or retransmission of the App is expressly prohibited and will result in severe civil and criminal penalties. The Software, its structure, sequence, organisation and source code are considered the trade secrets of Wyscout and are protected by law.

6.3 Without prejudice to the above, the copying or reproduction of the App to any other server or location for further reproduction or redistribution is strictly prohibited. The User may not decompile or disassemble, perform reverse

engineering or otherwise attempt to ascertain any source code contained in any software provided by Wyscout in execution of this Contract.

7. Disclaimer

7.1 The User understands and expressly agrees that:

A) Wyscout shall not provide any guarantee that:

(i) the App will meet the expectations and needs of the User;

(ii) Footage will always be continuously present in the App and/or provided through the Service; or

B) Any information, data, statistics, footage, material or other content downloaded or otherwise obtained through the use of the Service and/or the restricted area of the App is made at the sole discretion and risk of the User and that the User shall be solely responsible for any damage caused to its computer systems or those of third parties or for loss of data resulting from the usage of the App and/or the Software or other Copyrighted Material or other content through the App.

8. Wyscout Limitation of Liability

8.1 Wyscout's liability to the User arising from, or related to, this Contract shall not exceed the amount that the User has paid Wyscout under this Contract during the twelve (12) months preceding the date on which the case began. Neither Wyscout or its agents, licensors and contracting third parties are or shall be responsible for other data of the User connected with the Service in any way, or for the User's website or any hardware or software of the User or its suppliers. It is the responsibility of the User to take the

necessary steps to protect its own operating system (hardware and software) and maintain the proper working of the same for the purpose of using the Service.

9. User Declarations and Guarantees and Additional Agreements

9.1 The App and Service may be used solely and exclusively by professionals, i.e. individuals or legal entities acting for professional operating in the football (soccer) industry purposes (such as, by way of example, scouting, educational, tutorial and/or analysis activities). To this end, the User declares and guarantees him/herself to be a professional or to use the App for corporate purposes.

9.2 The User declares, guarantees and undertakes that he/she: (a) has the power and authority to enter into this Contract; (b) is at least eighteen (18) years of age;

9.3 The User undertakes to comply with all laws, regulations, articles of association and decisions applicable to his/her company, corporation or profession for the entire duration of the Contract; such compliance is necessary in order to proceed with the signing and execution of this Contract.

9.4 Wyscout reserves the right to revise or amend this Contract from time to time. Any revisions to this Contract shall be communicated to the User on the first access into the App by checking the box on the App. If the User does not wish to adhere to the amendments made, he/she may terminate the Contract. |

10. Consequence of Termination of the Contract and Survival of Certain Clauses

10.1 In the event of termination of the

Contract, Wyscout will disable the Login Credentials to the App and suspend the Service with effect from the effective date of termination/cancellation/withdrawal, for any reason occurred.

10.2 Wyscout will disable the Login Credentials to the App and suspend the supply of the Service simultaneously.

11. Prohibition of Assignment of Contract

11.1 The User may not assign this Contract to any third party under penalty of the immediate termination of this Contract due to the negligence of the User.

11.2 The User may not sublicense and/or otherwise transfer to third parties the use of Login Credentials or the use of the Service or access to the App, under penalty of the immediate termination of this Contract due to the negligence of the User and damages.

11.3 Wyscout has the right to freely transfer this Contract to third party, in whole or in part, and the rights and obligations arising from the same, without requiring the consent of or informing the User.

12. Data Protection and Security

12.1 Any information provided by the User at the time of drafting of the Contract or any other information provided by the User concerning his/her company or profession (**User Data**) is subject to the Wyscout Privacy Policy. Wyscout reserves the right to update or modify the Privacy Policy from time to time at its sole discretion.

12.3 User acknowledges that the processing of personal data carried out by Wyscout is compliant with article 13 D.

Decree 30 June 2003, n. 196 and its subsequent modifications and additions.

13. Communications and Notices

Statements, notices and other communications to the User may be made by post, e-mail, publication on the App or on the Wyscout website or by any other reasonable means. The User shall be solely responsible for the updating of his/her postal address and registered e-mail account. Wyscout shall not be responsible for undelivered notices due to the User's failure to update his/her account information. Except as provided above in general, Wyscout may provide notices of changes to the Service by displaying notices or links to notices generally on the App.

14. Various

14.1 Any provision of this Contract is held invalid or unenforceable, such provision will be considered null and void while the remaining provisions will remain in full force and effect.

14.2 The failure of Wyscout to exercise or enforce any right or provisions hereof shall not in any way constitute a waiver of such right or provision.

14.3 This Contract expresses the entire understanding and agreement between Wyscout and the User pertaining to the subject matter thereof.

14.4 Section headings are provided for ease of reading and have no legal or contractual effect.

14.5 Each party acts independently and is not an agent or representative of any other party.

14.6 No party has the right or authority to create obligations or give representations or guarantees in the name and on behalf

of another party. This Contract may not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any obligation or liability of a partnership to one of them. The parties acknowledge and agree that this Contract may be terminated electronically without the need for written signatures.

14.7 The User expressly declares that he/she has read and fully understood this Contract, and that he/she accepts all its terms and conditions. The User has independently evaluated all aspects of this Contract and the opportunity to adhere to them. The User declares that he/she does not rely on any representation, guarantee or statement by Wyscout and/or third parties that is not expressly considered in this Contract.

15. Confidentiality

15.1 All the information which the User becomes aware of during the execution of this Contract concerning, for example, the organisation, business and activity of Wyscout, as well as information regarding the App, Service, Software, Protected Materials and Footage or any other information acquired by the User under this Contract, is entirely confidential and must not be communicated or disclosed, either directly or indirectly, to third parties.

16. Governing Law and Jurisdiction

16.1 This Contract is governed by Italian law.

16.2 Any dispute arising between the parties concerning the interpretation, validity, efficacy and/or execution of the Contract shall be settled amicably between them, and if this is not possible,

shall be referred exclusively to the Court
of Genova.